

ARKANSAS MUNICIPAL WASTE-TO-ENERGY SITE
CERCLA SECTION 122(g)(4) DE MINIMIS AGREEMENT

TABLE OF CONTENTS

I.	JURISDICTION.....	1
II.	STATE OF PURPOSE	1
III.	DEFINITIONS.....	2
IV.	STATEMENT OF FACTS.....	3
V.	DETERMINATIONS.....	6
VI.	ORDER.....	7
VII.	PAYMENT.....	7
VIII.	FAILURE TO MAKE PAYMENT.....	8
IX.	CERTIFICATION OF RESPONDENT.....	8
X.	COVENANT NOT TO SUE BY UNITED STATES.....	9
XI.	RESERVATIONS OF RIGHTS BY UNITED STATES.....	9
XII.	COVENANT NOT TO SUE BY RESPONDENTS.....	10
XIII.	EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION.....	11
XIV.	PARTIES BOUND.....	12
XV.	INTEGRATION/APPENDICES.....	12
XVI.	PUBLIC COMMENT.....	12
XVII.	ATTORNEY GENERAL APPROVAL.....	12
XVIII.	EFFECTIVE DATE.....	12

FILED

2012 AUG 13 PM 2:17

REGIONAL HEARING CLERK
EPA REGION VI

IN THE MATTER OF:

U.S. EPA Docket No. 06-07-11

Arkansas Municipal Waste
To Energy Site

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

**ADMINISTRATIVE ORDER
ON CONSENT**

I. JURISDICTION

1. This Administrative Order on Consent (Settlement Agreement) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (July 28, 2003). This authority was further redelegated to the Director, Superfund Division, by EPA Delegation No. R6-14-14-E (Oct. 5, 2007).

2. This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix A (Respondents). Each Respondent agrees to undertake all actions required by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash

payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating several potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Settlement Agreement" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject

to to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

h. "Parties" shall mean EPA and the Respondents.

i. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Site" shall mean the Arkansas Municipal Waste to Energy warehouse facility located at 420 West Parsons Drive, Osceola, Arkansas.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

IV. STATEMENT OF FACTS

6. The Arkansas Municipal Waste to Energy (Site) located at 420 West Parsons Drive, Osceola, Arkansas. EPA Region 6 has information which indicates that hazardous substances, pollutants, or contaminants, have been released or that there is a threat of such a release into the environment at the Site. This Site has not been placed on National Priorities List (NPL), pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, as implemented under 40 C.F.R. Part 300, Appendix B:

a. By letter dated June 2, 2004, the Arkansas Department of Environmental Quality (ADEQ) formally requested EPA's assistance concerning the Arkansas Municipal Waste-to-Energy Warehouse Site (Site). The Site, located at 420 West Parsons Drive, Osceola, Arkansas, included approximately 8,302 drums at the time ADEQ requested EPA's assistance. Many of these drums contained CERCLA hazardous substances. Some of the drums include ignitable and flammable wastes. A daycare facility is located in close proximity to the Site.

b. The Site was formerly associated with the operation of the Arkansas Municipal Waste to Energy incineration facility operated at 100 Incinerator Road, Osceola, Arkansas. By letter dated September 29, 2000, the City of Osceola was granted the authority by ADEQ to operate the incinerator facility. A company named Arkansas Municipal Waste to Energy Company (AMWE) operated the municipal waste incinerator facility under contract with the City of

Osceola. In addition to accepting municipal wastes, AMWE was permitted to receive medical wastes, non-hazardous and industrial wastes. AMWE is the former operator of the Site (AMWE Warehouse facility). AMWE ceased operations in 2003, and filed for bankruptcy in 2004. As a result of a community complaint in February 2003, ADEQ conducted investigatory activities at the Site.

c. While investigating the AMWE incinerator facility, ADEQ inspectors discovered the Site, an associated warehouse (the Parsons Warehouse facility), located at 420 West Parsons Drive, Osceola, Arkansas. AMWE placed thousands of drums and other containers of medical and industrial wastes in the Parsons Warehouse facility. The Arkansas Waste to Energy Company did not have authorization to operate the Site warehouse to store medical, hazardous and industrial wastes. AMWE made representations to its customers that AMWE incinerated the drums and containers shipped to AMWE for incineration, while the drums and containers were actually stored at the Site warehouse.

d. Some of the drums/containers observed at the Site were in poor condition and spills on the warehouse floor were observed as well. Some of the drums were improperly stored and stacked three-high. In addition, the warehouse structure remained in poor condition although the ADEQ took measures to stabilize the structure. The condition of the warehouse generated security concerns requiring the Arkansas State Court to take action during December 2003. EPA also engaged in response measures designed to stabilize the structural integrity of the Parsons Warehouse from June 2004 through September 2004.

e. ADEQ's March 2003 through April 2004 and EPA's 2004 -2009 investigative work, which also included sampling of drums/containers belonging to the Respondents, revealed the presence of CERCLA hazardous substances and confirmed the presence of wastes that exhibit RCRA hazardous waste characteristics including highly ignitable wastes, flammable wastes, corrosive wastes, trichlorofluoromethane, methyl chloride, benzene, toluene, ethylbenzene, xylene, 2-butanone, 1-2-4- trimethylbenzene, 1-3-5- trimethylbenzene, 2-hexanone, styrene, formaldehyde, and radioactive wastes.

f. Prior to EPA's involvement in this removal action, approximately 20,000 drums/containers were stored at the Site. After working with several parties who sent drums to the Site, several thousand drums/containers of waste were removed from the Site pursuant to ADEQ's enforcement efforts. Due to the presence of a large volume of CERCLA hazardous substances; the presence of highly flammable and ignitable wastes; the poor condition of some of the drums/containers; the poor structural integrity of the warehouse; the stored drums/containers stacked three-high; and the close proximity to a day care facility, the Superfund Division Director authorized an emergency removal action on June 8, 2004. This classic emergency removal action included perimeter air monitoring, inventory of the drums/containers stored, stabilization, sampling of the drums/containers of waste at the Site, and stabilization of the warehouse building.

g. The Respondents conducted business activities which resulted in the transportation and generation of drums/containers of waste shipped to the Site for disposal. Some of the Respondents' drums/containers contained hazardous substances identified in Paragraph 6(e). Pursuant to an August 19, 2004, Administrative Order on Consent between EPA and Pollution Control Industries, Inc. (PCI), a large number of drums (i.e., approximately 7,267) were removed from the Site under oversight conducted by EPA. A small number of drums (i.e., eight) containing low-level radioactive wastes were removed from the Site pursuant to an August 2, 2007, Administrative Order on Consent between EPA and TestAmerica (formerly known as Severn Trent Laboratories). Approximately 200 drums, most of which contained hazardous substances, were removed pursuant to a July 9, 2008, Administrative Order on Consent between EPA and Thermo Fisher Scientific, Inc.

i. Approximately 708 drums/containers of waste remain at the Site. Consistent with the drums/containers that have already been removed, the remaining drums/containers will also have to be removed from the warehouse, and transported to a CERCLA approved facility for disposal. The removal of the remaining drums is necessary in light of the continuing hazards presented by the Site. Additional soil sampling will be conducted to determine if further releases of hazardous substances into the environment occurred at the Site.

j. According to EPA records, the remaining drums/containers have been sampled. The EPA 2004 - 2009 response activities, which included the sampling of drums/containers revealed the presence of CERCLA hazardous substances and RCRA hazardous waste characteristics identified in Paragraph 5(e) of this Settlement Agreement.

7. Consistent with the information provided in Paragraph 6, hazardous substances have been or are threatened to be released at or from the Site.

8. As provided above, in response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, as provided below, and will undertake additional response actions in the future.

9. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. Per cost documentation compiled and maintained by EPA, EPA has incurred past response costs at or in connection with the Arkansas Municipal Waste to Energy Site in the total amount of approximately \$5,351,574.80, through September 30, 2009.

10. Each Respondent listed on Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondents, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site.

11. The amount of hazardous substances contributed to the Site by each Respondent does not exceed the 20 drums/containers threshold for the Site, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix A provides the number of drums/containers contributed to the Site by each Respondent.

12. EPA estimates that the total response costs incurred, and to be incurred, at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is between \$6 and \$7 million. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Arkansas Municipal Waste to Energy Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened "release" caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

i. Each Respondent is eligible for a de minimis settlement pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within thirty (30) days after the effective date of this Settlement Agreement, each Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Settlement Agreement.

16. Each Respondent's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Respondents' payments are based.

17. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 06 SY, and the EPA Docket No. 06-07-11 for this action, and shall be sent to:

EPA Superfund - Arkansas Municipal Waste to Energy Site - 06 SY
CERCLIS #: ARD982286957
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Or you may make payment electronically by sending payment, referencing the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID # 06 SY, and the EPA Docket No. 06-07-11 for this action to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727

SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

The total amount to be paid by Respondents pursuant to Paragraph 15 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

18. At the time of payment, each Respondent shall send notice that such payment has been made to:

Chief, Enforcement Assessment Section (6SF-TE)
U.S. Environmental Protection Agency, Region 6
Superfund Division
1445 Ross Avenue
Dallas, TX 75202-2733; and

by email to:

acctsreceivable.cinwd@epa.gov

or in writing to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, OH 45268

VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

20. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:

- a. has conducted a thorough, comprehensive, good faith search for documents,

and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. COVENANT NOT TO SUE BY UNITED STATES

21. In consideration of the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as specifically provided in Section XI (Reservations of Rights by United States), the EPA covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Settlement Agreement; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

22. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within the Covenant Not to Sue by the EPA in Paragraph 21. Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the

transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Respondent.

23. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 19 containers/drums at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANT NOT TO SUE BY RESPONDENTS

24. Each Respondent covenants not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Arkansas, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 26 (Waiver of Claims) and Paragraph 28 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 22 (c) or (d) or Paragraph 23, but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

25. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization

or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

26. Each Respondent agrees not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Except as provided in Paragraph 26 (Waiver of Claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraph 26 (Waiver of Claims), the United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §§ 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 21.

29. The Parties agree that this settlement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided under Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person under Section 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a).

XIV. PARTIES BOUND

30. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is [the list of Respondents and payment schedule].

XVI. PUBLIC COMMENT

32. This Settlement Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

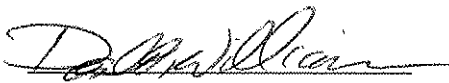
33. The Attorney General of the United States, his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

34. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

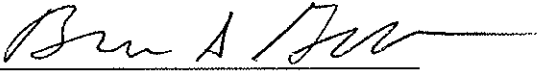
It is so ORDERED and Agreed this 13th day of August 2012.

U.S. Environmental Protection Agency

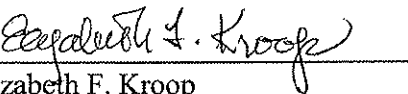
By: 
Pamela Phillips, Acting .
Director, Superfund Division

In accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4), the undersigned Deputy Assistant Attorney General of the Environment and Natural Resources Division of the U.S. Department of Justice, as the authorized designee of the Attorney General, hereby approves the settlement embodied in this Administrative Order on Consent, CERCLA Docket No. 06-07-11, In the Matter of Arkansas Municipal Waste to Energy Site:

May 22, 2012


Bruce S. Gelber
Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

May 22, 2012


Elizabeth F. Kroop
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

IN THE MATTER OF:

Arkansas Municipal Waste
To Energy Site

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA Docket No. 06-07-11

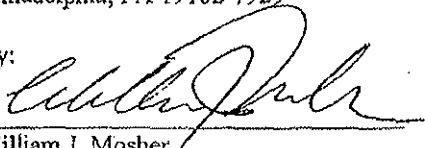
**ADMINISTRATIVE ORDER
ON CONSENT**

THE UNDERSIGNED RESPONDENT enters into this Settlement Agreement in the matter of
CERCLA Docket No. 06-07-11, relating to the Arkansas Municipal Waste-to-Energy Site,
Osceola, Arkansas.

FOR RESPONDENT:

GlaxoSmithKline LLC (on behalf of itself and predecessors - SmithKline Beecham Corporation
and Block Drug Company)
One Franklin Plaza
200 North 16th Street
P.O. Box 7929
Philadelphia, PA 19102-7929

By:


William J. Mosher
Vice President and Secretary

Date

3 June 2011

IN THE MATTER OF:

U.S. EPA Docket No. 06-07-11

Arkansas Municipal Waste-
To Energy Site

Proceeding under Section 122(g)(4))
of the Comprehensive Environmental)
Response, Compensation, and)
Liability Act of 1980, as amended,)
42 U.S.C. 9622(g)(4))

**ADMINISTRATIVE ORDER
ON CONSENT**

THE UNDERSIGNED RESPONDENT enters into this Settlement Agreement in the matter of CERCLA Docket No. 06-07-11, relating to the Arkansas Municipal Waste-to-Energy Site, Osceola, Arkansas.

FOR RESPONDENT:

BASF Corporation
100 Campus Drive
Florham Park, NJ 07932

By:

Nan A. Bernado

Nan A. Bernado
Senior Environmental Counsel

6-10-11

Date

U.S. EPA Docket No. 06-07-11

ADMINISTRATIVE ORDER ON CONSENT

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

FOR RESPONDENT:

By:

06/14/11
Date

Richard A. Carbone
Associate General Counsel

APPENDIX A

Arkansas Waste to Energy-List of De Minimus Respondents & Payment Schedule 4/5/2011

De Minimus Parties Still in Negotiation	Total	Total	Percent of	Past	Costs Not	Future	Premium	Allocation
	Haz&Non-Haz	Hazardous	Total	Costs	Yet Billed	Sampling	Cost Share	Payment
	Drums	Drums	Haz. Drums	\$3,816,838.37	\$93,670.81	\$200,000	for De Minimus	Due
BASF	4	2	0.11%	\$4,307.94	\$105.72	\$225.73	451.47	\$5,090.87
SmithKline Beecham	2	2	0.11%	\$4,307.94	\$105.72	\$225.73	451.47	\$5,090.87
Becton Dickinson	1	1	0.06%	\$2,153.97	\$52.86	\$112.87	225.73	\$2,545.43